

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company") and Berrien County, MI, with an address at 701 Main Street St Joseph, MI 49085 ("Premise Provider").

1. Term. This Agreement shall be in effect for three (3) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional two (2) year terms.

2. Equipment. This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 911 Port Street St Joseph, MI 49085 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. Services. At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. Compensation. Remuneration shall be sixty percent (60%) of the gross revenue billed or prepaid for all phones covered by this Agreement for intra-state calls. Gross Revenue shall mean all revenue

generated by every completed intra-state call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; (iv) interstate calls and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Berrien County
701 Main Street
Saint Joseph, MI 49085
Attn: Finance Department

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.
- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:
Global Tel*Link Corporation
12021 Sunset Hills Road
Suite 100
Reston, Virginia 20190
Phone: (703) 955-3915
Fax: (703) 435-0980
ATTN: Legal Department

To Premise Provider:
Berrien County Sheriff's Office
911 Port Street
Saint Joseph, MI 49085
Phone: (269) 983-7141
Fax:
ATTN: Berrien County Sheriff

11. Governing Law. The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the domestic laws of the State of Michigan.

12. Indemnification & Consequential Damages. To the extent permitted by law, each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of its performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this Agreement without charge of liability.

15. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true.

Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Michigan, USA. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Michigan, USA. The commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this Agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20. Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

22. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this _____ day of June, 2014.

Company

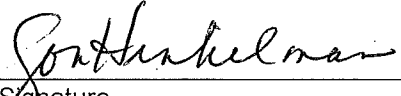
Global Tel*Link Corporation

Signature

Name: Jeffrey B. Haidinger
Title: President & COO

Premise Provider

Berrien County



Signature

Name: **Jon Hinkelman**
Title: **Chairman**
Berrien County Board of Commissioners

INMATE VIDEO VISITATION AGREEMENT

This Inmate Video Visitation Agreement (hereinafter, the "Agreement") is effective as of the date signed by all the parties listed in this Preamble, by and between Renovo Software, Inc. located at 5666 Lincoln Drive, Suite 206, Edina, MN 55436 (hereinafter "Renovo") and Berrien County Sherriff's Office located at 919 Port Street, St. Joseph, MI 49085 (hereinafter "Customer") (collectively the "Parties" and each individually a "Party").

WHEREAS, Renovo is engaged in the business of developing hardware and software video communication systems ("Equipment") and providing support and upgrades ("Services") for the corrections industry. In addition, Renovo provides a method for payment of inmate visitation fees and,

WHEREAS, Customer desires that Renovo provide Equipment and Services for Customer to offer inmate video communication over the internet.

RENOVO and Customer hereby agree to the following:

1. **Agreement.** During the term of this Agreement, Customer grants to Renovo the exclusive right to provide Customer internet and onsite inmate video visitations and to derive revenue from such inmate visitations and from the use of the Equipment and Services. As consideration for such exclusive rights, Renovo shall provide the Equipment and Services as set forth on the attached Addendum A, which is incorporated by this reference as if fully set forth herein, to the Facility.

Title to the portion of the Equipment listed in Addendum C shall transfer to the Customer upon receipt by Renovo of the amounts listed in that schedule. Title to all remaining Equipment shall be and at all times remain in the Renovo.

All software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Renovo's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Renovo and its licensors.

During the term of this Agreement, Renovo grants Customer a non-exclusive, non-transferable, license to use the IP solely for accessing the products and services supplied by Renovo in the manner contemplated by this Agreement. Customer shall not: **(a)** make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; **(b)** copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or **(c)** use the IP operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP

2. **Term.** The initial term of this Agreement shall begin on the last date this Agreement is signed by a Party below, and shall continue for a period of five (5) years thereafter ("Initial Term"). This Agreement may be terminated at will by either Party provided that the terminating Party serves written notice to the non-terminating Party at least ninety (90) days prior to termination. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Renovo shall be the sole and exclusive provider of inmate related video communications, including internet and onsite inmate video visitations, at the Facility.
3. **Commissions.** As further consideration for the exclusive right to provide Equipment and Services as outlined in Addendum A and to derive revenue from internet and onsite inmate video visitations at the Facility, Renovo agrees to pay Customer a monthly commission of 55% of the gross payments collected as a result of internet and onsite inmate video visitations. "Gross payments collected," as used herein, means Renovo's total revenue from all billed visits less a 5% transaction fee. Commission payments and Monthly Commission Reports to the Customer shall be made no later than 45 days following the month in which the revenues were generated. All commission payments shall be final and binding unless a written objection thereto is received by Renovo from Customer within ninety (90) days of payment by Renovo to Customer.

Customer reserves the right to review and audit the monthly commissions as frequently as desired. Audits can be generated by utilizing administrative tools to run reports on visitation activity.

4. **Compensation.** The Customer agrees to pay Renovo the amounts listed in Addendum C within 4 weeks of execution of this Agreement.
5. **Renewal; Right of First Refusal.** Unless terminated sooner, as provided herein, this Agreement may be renewed for additional one year periods by mutual agreement of the parties.
6. **Facility.** The Customer agrees to provide the items set forth on Addendum B attached hereto within four (4) weeks of execution of this Agreement.
7. **Rates.** The Parties to this Agreement shall mutually agree on the rates charged for any internet video visitation, excluding professional internet video visitations with Berrien County Officials, and onsite visitations in excess of the inmates' quota. The rates shall be set out in Schedule A attached to this Agreement. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases Renovo's costs to perform under this Agreement or reduces Renovo's allowable rates that may be charged, Renovo shall be entitled to adjust the rates and terms of payment as set forth in Schedule A, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. All rate selections will be approved by the Parties in writing. Any rate increase for reasons other than those stated herein shall be subject to Customer's written approval.
8. **Warranty and Equipment Replacement.** Renovo Software, Inc. warrants the hardware to be free from defects for a period of one (1) year from delivery, unless otherwise specified by manufacturer's warranty. The warranty does not include acts of God or abuse. The Customer is responsible for the labor to replace any Equipment for the duration of the Agreement. Throughout the Agreement, Renovo will provide an RMA number to the Customer and ship the replacement Equipment to the Customer once Renovo has received from Customer the defective Equipment.
9. **Exclusivity.** During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Renovo shall be the sole and exclusive provider of inmate related video communications, including, but not limited to, internet and onsite inmate video visitations, at the Facility.
10. **Termination.** In the event either Party believes the other is in material breach of this Agreement that Party shall give the breaching Party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching Party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. Notwithstanding anything to the contrary herein, if the breach is not cured within ninety (90) days after the receipt of written notice of the breach, the non-breaching Party may terminate the Agreement effective immediately upon notice of termination to the breaching Party, and may pursue any available legal or equitable remedies for the breach.

Termination resulting from nonperformance shall not be due to Force Majeure Conditions, or any other causes reasonably beyond the non-performing Party's control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

11. **Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, Renovo SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE RENOVO'S EQUIPMENT. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **No Indemnification.** Each Party, including its respective officers, directors, employees, agents, and subcontractors, to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any and all litigation, claims, losses, liability or demands of any nature whatsoever that may arise directly or indirectly out of its activities carried out pursuant to its obligations under this Agreement. It is specifically understood and agreed that neither Party will indemnify the other Party in or for such litigation, claim, loss, liability or demand.
13. **Authority.** Each Party to this Agreement warrants and represents that it has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the Equipment in the Facility. Each Party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the Party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.
14. **Governing Law.** The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.
15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
16. **Severability.** In case any one or more of the non-material provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **Entire Agreement.** This Agreement, including **Addendum A, Addendum B, Addendum C and Schedule A** contains the entire agreement by and between the Parties and replaces any prior or existing agreements, oral or written, between the Parties concerning the subject matter herein.
18. **Modifications.** This Agreement cannot be varied, modified or amended orally and can only be varied, modified or amended by a written instrument signed by a representative of each Party who has legal authority to enter such agreement.
19. **Assignments.** Each Party reserves the right to assign its rights and obligations under this Agreement without the prior consent of the other Party. Any sale or transfer of the business, property or operations of the Facility shall include an assumption by the buyer of all the terms and conditions of this Agreement.
20. **No Waiver.** No waiver by either Party of any event of default under this Agreement shall operate as a waiver of any subsequent default.
21. **Dispute Resolution.** Any claim or controversy arising out of or relating to the Agreement shall, upon a Party's written request, initially be submitted to a senior manager from each Party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the Parties cannot resolve the dispute, the Parties may pursue any available legal or equitable remedy consistent with this Agreement.
22. **Notices.** All notices required to be in writing herein shall be delivered by each Party to the other Party by certified mail at the addresses for each Party set forth below. Either Party may change the designated address and/or recipient upon written notice to the other Party in accordance with this provision.

If to RENOVO: Renovo Software Inc.
Attn: Legal Department
12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190

If to Customer:

Berrien County
Attn: Ken Hoffman, IS Director
811 Port Street
St. Joseph, MI 49085

23. **No Joint Venture.** Neither this Agreement nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity except as expressly set forth herein. The relationship hereby established between the Parties is that of independent contractors.
24. **Interpretation.** Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.
25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

BERRIEN COUNTY SHERIFF'S OFFICE

RENOVO SOFTWARE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Witness:

Witness:

By: _____

By: _____

Name: _____

Name: _____

Addendum A.

Renovo will provide the following items:

- Hosted FMS Server to facilitate internet video visitations.
- 36 VisStations used to retrofit the existing Vcon visitation stations.
- 36 web cameras used to retrofit the existing Vcon visitation stations.
- 36 handsets used to retrofit the existing Vcon visitation stations
- Functionality to allow public defenders and other county officials to have internet video visitation at no charge to the visitor or facility.
- Functionality to allow visitors to conduct Internet Video visits, for a billable rate.
- Visitor Web Scheduling Module
- Professional Web Scheduling Module
- Billing module to charge the end user.
- Onsite training and go live support.
- Additional software implementation efforts.
- Additional Ongoing Support Efforts.
- Marketing Literature assisting in the success of the system.
- Live technical support to assist visitors in initiating internet video visits (8AM – 6PM CST)

Addendum B.

The Facility will provide the following items:

- Provide Internet Bandwidth for at least 4 simultaneous visits
 - The facility will need to account for 400k up and down per simultaneous visit
 - If monitoring/recording each visit the facility will need to account for 400k up and 800k down per simultaneous visit.
 - If running 4 Simultaneous Visits and monitoring/recording Berrien County Jail will need 1.6 MBPS up and 3.2 MBPS down.
- Technical assistance to configure county network.
- Staff assistance during system retrofit.

Addendum C.

The Facility will provide a Purchase Order for the quoted items below:

Software					
Product Name	Product Code	Quantity	MSRP	Discounted	Extended
SW-MODULE-VisAnywhere Visitor- up to 1 (no VisPay)	RS-SW-5.4-1309	4	\$3,500.00	\$0.00	\$0.00
SW-MODULE-SCHEDULING-Professional	RS-SW-5.4-1304	1	\$5,500.00	\$0.00	\$0.00
SW-MODULE-SCHEDULING-Visitor	RS-SW-5.4-1307	1	\$6,500.00	\$0.00	\$0.00
SW-LICENSE-VisAnywhere Professional-up to 1 Simultaneous	RS-SW-5.4-1204	1	\$3,500.00	\$0.00	\$0.00
SW-LICENSE-FLASH License	RS-SW-5.4-1214	1	\$8,500.00	\$600.00	\$600.00
Subtotal:					\$600.00

Services					
Product Name	Product Code	Quantity	MSRP	Discounted	Extended
SV-TRAINING-Scheduling & Administration (1 day)	RS-SV-5.4-3205	1	\$1,500.00	\$0.00	\$0.00
SV-TRAINING-Onsite Go-Live - 1 Day	RS-SV-5.4-3204	1	\$675.00	\$0.00	\$0.00
SV-TRAVEL- Additional days on site	RS-SV-5.4-3301	3	\$295.00	\$0.00	\$0.00
SV-TRAVEL by Air-including 2 days on site	RS-SV-5.4-3302	1	\$2,500.00	\$0.00	\$0.00
SV-IMPLEMENTATION-(15%)	RS-SV-5.4-3101	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$0.00

Hardware					
Product Name	Product Code	Quantity	MSRP	Discounted	Extended
HW-CODEC-VisStation	RS-HW-5.4-2202	36	\$935.00	\$400.00	\$14,400.00
HW-ACCESSORY-WEBCAM	RS-HW-5.4-2102	36	\$150.00	\$0.00	\$0.00
Subtotal:					\$14,400.00

Total Investment: \$15,000.00

Schedule A.

Fee Structure:

- The Customer must charge for internet based visitation for personal visits and designated professional visits (private attorneys, bail bondsman, etc.)
 - Minimum of 30 cents per minute with a maximum of 80 cents per minute
 - Allow for internet visits, 7 days a week, for at least 10 hours per day.
 - The Facility may utilize the system for professional internet visitations at no charge for Public Officials (Public Defenders, Judges, Parole Officers)
- The Customer must charge for onsite video visitation in excess of the inmate and/or visitor visitation quota(s)
 - Minimum of 30 cents per minute with a maximum of 80 cents per minute